

Award No. 3247
Docket No. 2980
2-SOU-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Roscoe G. Hornbeck when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'

DEPARTMENT, A. F. of L.—C. I. O. (Carmen)

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current Agreement the Carrier improperly assigned Stores Department Employees at Hayne Car Shop, Spartanburg, South Carolina, on April 16, 1957, to transport from point of storage in scrap dock to point of fabrication and use in coach shop, one load of scrap flues to be made into Stanchions and installed in cars undergoing repairs.

2. That accordingly the Carrier be ordered to additionally compensate Carman Helper L. B. Thornton for five hours at pro rata rate for violation of Agreement on handling of material in Hayne Shop April 16, 1957.

EMPLOYEES' STATEMENT OF FACTS: The Southern Railway Company, hereinafter referred to as the carrier, maintains a car shop at Spartanburg, S. C., known as Hayne Car Shop wherein they repair and maintain freight, passenger, baggage, express and mail cars.

Carman Helper L. B. Thornton, hereinafter referred to as the claimant is regularly employed and assigned as such by the carrier in their Hayne Car Shop, Monday through Friday, 7:30 A. M. to 4:00 P. M., rest days Saturday and Sunday.

On April 16, 1957, the carrier assigned to stores' department employee to deliver or transport scrap flues from the point of storage located at the scrap dock to the car department coach shop. These scrap flues were fabricated into stanchions by carmen for use in repairing express and baggage cars. The stanchions were applied to express and baggage cars undergoing repair at Hayne Shop by carmen.

(c) Submission of the claim to the Board constitutes nothing more than an effort by the brotherhood to establish new rules and working conditions by a Board award, rather than by following the precesses of collective bargaining. That the Board lacks authority to grant the demand here made has heretofore been recognized by it.

If after due notice has been given employes of the clerical class or craft and they have been given the opportunity of being heard, claim is considered on the merits, the Board cannot do other than make a denial.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Employes have not shown a violation of Rule 151 of the controlling agreement of October 9, 1939, as set up in their claim.

They have not proved that the carrier caused Stores Department employes to transport the material set out from their storage point.

For interpretation of Rule 151 and letter of agreement, see Award No. 3246 (Docket No. 2979).

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1959.